

LABOUR DEPARTMENT

The 31st January, 1968

No. 817-3Lab-68/3517.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Usha Spinning and Weaving Mills Ltd., Mathura Road, Faridabad.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL.

HARYANA, CHANDIGARH.

Reference No. 63 of 1967.

Between

The Workmen and the Management of M/s. Usha Spinning and Weaving Mills Ltd., Mathura Road, Faridabad.

Present : Shri G. C. Joshi, for the Workmen.
Shri Anand Parkash, for the Management.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s Usha Spinning and Weaving Mills Ltd., Mathura Rad, Faridabad, over the following item, the same was referred for adjudication to this tribunal under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947, vide Haryana Government Notification No. 266-SF-III-Lab-67/18972, dated 5th July, 1967.

"Whether the workmen are entitled to the grant of bonus for the year 1964-65 and if so, should it be at a rate higher than the minimum admissible under the Payment of Bonus Act? What should be the quantum of bonus and the terms and conditions of its payment?"

On receipt of the reference in this tribunal usual notices were issued to the parties and in response to the same, the workmen filed their statement of claims and the management filed their written statement in respect of the same. The pleadings of the parties gave rise to only one issue which is precisely the same as the item of dispute. Both the parties were required to produce their evidence for and against the said issue and after the conclusion of the same I also heard the arguments of their representatives. The main contention of the management is based on Section 16 of the Payment of Bonus Act, 1965. It is urged on their behalf that the concern in question has been newly set up and that it started manufacturing of goods for the first time in March, 1963. It is also urged by them that the employees of the concern are not entitled to be paid bonus because the employers have not derived any profit from the establishment for the year in question. In Ex. R. 3 which is the balance-sheet for the relevant year, the management showed a net profit of Rs. 1,46,451.77. The depreciation was shown in this balance-sheet as amounting to Rs. 4,58,974.36. The chartered accountant who prepared the balance-sheet appeared in the witness box and stated that the said depreciation had been calculated on the straight line method as provided for in the Indian Companies Act. He further stated that the depreciation for this year calculated according to the income-tax law amounted to Rs. 9,83,582.64 and he produced a chart marked as Ex. R. 6 which gives the details of this calculation. If the depreciation calculated in chart Ex. R. 6 is taken into consideration, as it has to be, the firm must be deemed to have suffered loss in the year in

question. Moreover according to the balance-sheet for the year 1962-63, the firm suffered a loss of over three lacs and if depreciation for the said year also is calculated according to the Income Tax Act, figure of loss would become much more. After giving my careful consideration to the matter I feel that there is a good deal of force in the contentions of the management.

In view of what has been said above the workmen are not entitled even to the minimum bonus provided under the Act. The demand is accordingly dismissed.

No order as to costs.

Dated 23rd January, 1968.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No. 133, dated Chandigarh, the 23rd/24th January, 1968.

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

The 15th February, 1968

No. 425-Lab-68/217.—Whereas the President of India is satisfied that the public interest requires that the Fire Brigade Service operating in the State of Haryana being an industry specified in the First Schedule to the Industrial Disputes Act, 1947 (Central Act XIV of 1947) should be declared as Public Utility Service for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (ii) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the President of India is pleased to declare the Fire Brigade Service in the State of Haryana to be Public Utility Service for the purposes of the said Act for a period of six months with effect from the 26th January 1968.

No. 1200-3Lab-68,3571.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Bhiwani Transport Co., Rohtak (Sethi Group).

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 105 of 1967.

Between

The Workmen and the Management of
M/s Bhiwani Transport Co., Rohtak
(Sethi Group)

Present:—Shri Mehar Singh Claimant with Shri S. N. Vars.
Shri Upagar Singh, Partner of the respondent concern.

AWARD

The services of Shri Mehar Singh who was employed as a Conductor by M/s Bhiwani Transport Company, Rohtak, were terminated. This gave rise to an industrial dispute and the President of India, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 read with proviso to that sub-section of the Industrial

Disputes Act, 1947, referred the following dispute to the Court for adjudication:—

Whether the termination of services of Shri Mehar Singh was justified and in order? if not, to what relief is he entitled?

After the receipt of the reference, usual notices were issued to the parties. The claim of the workmen is not opposed by the management and there has been a compromise between the parties. The claimant has been reinstated with continuity of service. It has been agreed that he will be paid 50 per cent of his wages from the date of termination of his services to the date of his reinstatement. Both the parties had made a statement admitting these terms of compromise. I, therefore, make my award accordingly.

No orders as to costs.

Dated 20th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 209, dated 22nd February, 1968.

This award (4 copies) is submitted to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

20th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 1194-3L.b.-68/3573.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. J. N. Sharma and Sons, New Industrial Township, Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK
Reference No. 9) of 1967

Between

The Workmen and the Management of
M/s. J. N. Sharma and Sons, New
Industrial Township, Faridabad.

Present:—Sarvesh Daulat Ram and Ashok Kumar, for the Workmen.

Shri V. D. Punj, Manager of the respondent concern with Shri R. C. Sharma.

AWARD

The claimant Shri Anant Ram was in the service of M/s. J. N. Sharma and Sons, New Industrial Township, Faridabad. He is alleged to have resigned from service of his free will on 24th February, 1967 and so his services were dispensed with and his account was settled although he did not actually receive the amount due to him. The case of the claimant is that his resignation was taken under pressure. This gave rise to an industrial dispute and the Government of Haryana in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following disputes to this Court for adjudication.

Whether the termination of services of Shri Anant Ram was justified and in order? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties. The claimant Shri

Anant Ram filed his claim statement and the management filed their written statement and the pleadings of the parties gave rise to the following issues:—

- (1) Whether the reference is vague?
- (2) Whether the subject matter of the reference falls in the 3rd schedule and affects more than 100 persons, therefore, the reference in this Court is not valid?
- (3) Whether Shri Anant Ram resigned from service of his own accord and there has been no termination of his services by the management?
- (4) Whether the letter of resignation was got written by the management from the claimant by threats and coercion?
- (5) If the above issues are found in favour of the claimant whether the termination of his services is justified and in order?
- (6) Relief.

Issue Nos. 1 and 2.

The reference is said to be vague because the manner in which the services of the claimant has been terminated has not been specified in the order of reference. It is further stated that from the recital of the order of references it appears that there is a dispute between the management and the workmen as a class and since more than 100 persons are in the employment of the respondent, therefore, the reference should have been made to the Industrial Tribunal for adjudication and not to this Court. It is also alleged that as a matter of fact, it is only a dispute of one workman and the Government has failed to recite in the order of reference how an industrial dispute exists.

I have carefully considered the submissions of the learned representative of the management and in my opinion there is no substance in them. The reference cannot be said to be vague merely because the manner in which the services of a workman have been terminated is not specified in the order of reference. Under section 2-A of the Industrial Disputes Act if a workman is aggrieved by reason of the termination of his services then it is deemed to be an industrial dispute and the appropriate Government is competent to refer the dispute to the Labour Court, for adjudication under section 10(1) of the Industrial Disputes Act. Under item No. 3 of the second schedule of the said Act the Labour Court has jurisdiction to adjudicate if the validity of discharge or dismissal of a workman is questioned. I, therefore, find both these issues in favour of the claimant.

Issues Nos. 3 and 4.

These issues are inter-connected and can also be conveniently discussed together. The case of the claimant is that he is an old workman of the respondent concern but the management was not happy with him because he along with other workmen had to approach the Industrial Tribunal for getting their claim for gratuity accepted. The claimant says that there was a strike in the factory and a settlement between the workmen and the management with regard to the strike was effected only on the evening of 23rd February, 1967. On the morning of 24th February, 1967, he along with other workmen attended to their duties at about 8.30 a.m. when the Chief Engineer came to him and told him that he was wanted by the General Manager and so he accompanied him to the room of General Manager where he was told in a threatening tone that he had become a leader and

has been talking against the management in disparaging terms. The claimant alleges that he tried his best to assure the General Manager that was not guilty of any such things and in fact he was not even present on the previous day but the General Manager was not convinced and he took out his purse said to contain Rs. 2,000 and told the claimant that he would immediately call the police in case he did not resign and he would be sent to jail. The claimant says that under these circumstances, he had no other alternative but to agree to write out his resignation and the General Manager took out his pen and gave him a piece of paper and he had to write what was dictated to him. The claimant says that he did not wish to resign his job because he has no other source of livelihood and he wanted to continue in service but he was turned out from the factory after his letter of resignation was taken from him. The claimant has explained that the management was not happy with him because in the year 1963 the management wanted him to write the resignation of a number of workmen whose signatures had already been taken on blank papers but he refuses to oblige the management. He says that the management then terminated the services of those workmen namely Shri Duli Chand, Nand Kishore, Vas Dev, Sawana Ram on the pretext that they had resigned from their jobs. The workmen concerned took the case to the Industrial Tribunal and the management then wanted him to falsely dispose before the Tribunal that the workmen had in fact resign of their own free will but he (claimant) refused to give false evidence and the award of the Industrial Tribunal went in favour of workmen.

The letter of resignation bears the attestation of Shri Lal Chand W.W. 3 who was then employed as a Chaprasi. Shri Lal Chand also supports the case of claimant. He says that he was on duty outside the room of the General Manager when the claimant went in side and after some time he (Lal Chand) was called in the room and was asked to take the claimant out of the room and he did so. The witness says that he was again called in and was shown the letter of resignation Ex. M.1 and was told that it had been written by the claimant and he was asked to attest the same, and he did so as desired. Shri Sita Ram W.W. 2, also supports the version of the claimant and says that on the day following the ending of the strike, the Engineer came and told the claimant that he was wanted by the Sahib and so the claimant accompanied him and thereafter he did not come back.

The case of the management on the other hand is that the claimant resigned from service of his own accord and so his account was settled. In order to prove this version the management have produced 4 witnesses namely Sarvshri J. P. Gupta, R. P. Sharma, V. D. Punj and Sham Lal. Shri J. P. Gupta, M.W. 1 is the time-keeper of the respondent concern. He says that the claimant Shri Anant Ram came to him and told him that he did not wish to continue in service and, therefore, he may write down his resignation but he (the witness) told him that it was not possible for him to write down the letter of resignation and if the claimant wanted to resign from his job, he should write down his letter of resignation himself and get it attested by some body. Shri R. P. Sharma M.W. 2 is the Chief Engineer of the respondent concern. He says that the claimant brought his letter of resignation Ex. M. 1 to him duly attested by the Chaprasi Lal Chand on 24th

February, 1967 at about 10.30 or 11 a.m. and he passed it on to the Manager for necessary orders. He further says that the work of the claimant was also not satisfactory because of his old age. Shri V. D. Punj M.W. 3 is the Manager of the respondent concern. He says that the claimant brought his letter of resignation Ex. M. 1 to him on 24th February, 1967 at about 11 a.m. He accepted his resignation and told him to go to the Cashier and get his dues. He says that at about 1 p.m. he enquired from the Cashier whether the claimant had taken his dues but the cashier told him that he had a currency note of Rs. 100 and had told the claimant to wait for 15 minutes but the claimant left, and did not come again. The witness further says that after about 2 or 3 weeks the claimant came to him and requested him to get him a lump sum compensation otherwise he will raise an industrial dispute which would lengthen the case and he would continue to remain in occupation of the residential quarter allotted to him by the respondent company. Shri Sham Lal M.W. 4 is the Labour Inspector posted at Faridabad. He says that he received a complaint from the applicant that a letter of resignation had been obtained from him under pressure and so he went to the office of the management and made enquiries. He says that Shri K. K. Sharma, partner of the respondent concern denied that any pressure had been put on the claimant and Shri Lal Chand peon who had attested the letter of resignation also stated that the claimant had actually signed the letter of resignation in his presence and so he took no further action.

I have carefully considered the evidence produced by the parties and I am not impressed by the evidence of the witness produced on behalf of the management when they say that the claimant voluntarily resigned his job. Shri Sham Lal the Labour Inspector has no personal knowledge of the case and so his evidence does not help the management. The story that the claimant resigned his job of his own free will appears to have been made so as to create a pretext for dispensing with his service. The real reason appears to be that the claimant has become very old and he is not able to work to the satisfaction of the management. The claimant admits in his evidence that he has attained the age of 71 years. The Chief Engineer has stated that the work of the claimant was not satisfactory by reason of his old age. In case the claimant was keen to resign from his job as alleged by the management and had approached the time-keeper to write down his letter of resignation, there is absolutely no reason as to why he should not have accepted his dues when the Cashier offered to pay him and only asked him to wait for 15 minutes. Admittedly the claimant continued in occupation of the quarter which had been allotted to him by the management and so it cannot be said that his whereabouts were not known. Moreover, after the claimant had submitted his resignation which had been accepted, the claimant had no business to continue in occupation of the quarter of the company but the management took no steps even to formally ask him to vacate the quarter. He was not even asked to explain why he was not accepting his dues although he had resigned his job voluntarily and no notice was given to him to come and collect his dues and vacate the quarter. Shri V. D. Punj, says that after two or three weeks the claimant came to him and asked him to get him a lump sum compensation otherwise he would raise a dispute. At least then it should have dawned upon the

management that the claimant was trying to back out and wanted to continue in the service. Even then he was neither taken back in service nor any letter of protest was sent to him as to why he was making un-reasonable demands after he had voluntarily resigned and his resignation had been accepted. But surprisingly the management took no action what so ever and allowed him to continue in occupational quarter which had been allotted to him when he was in service.

There also appears to be no reason as to why the claimant should have voluntarily resigned from service. The management has given no reason which might have promoted him to resign his job. It is only stated on behalf of the management that two sons of the claimant are also in the service of the respondent company but the claimant says that he did not wish to resign because he has no other source of livelihood. It is not even stated that the claimant had given out that he would reside with his sons who like dutiful sons had requested him not to toil any more in his old age and that they would hence forward look after him.

The learned representative of the management has submitted that the story according to the manner in which the claimant was coerced to write his letter of resignation was never mentioned before and no reliance should be placed on the evidence of Lal Chand Chaprasi when he says that he too was forced to falsely attest the letter of resignation because Shri Sham Lal Labour Inspector says that when he went to the factory to make an enquiry, Lal Chand Chaprasi admitted before him that the letter of resignation was in fact written by the claimant himself. It is submitted that Lal Chand is now falsely supporting the case of claimant because his services have also been dispensed with. In my opinion, there is no substance in these submissions. If Shri Lal Chand is held to be a unreliable person then the evidence of Shri Sham Lal that Shri Lal Chand Chaprasi admitted before him that the claimant had written the letter of resignation himself and that no pressure was put upon him has also no value. If Shri Lal Chand Chaprasi can now falsely depose against the management because his services have been dispensed with, he could also falsely depose in favour of the management before the Labour Inspector because he was then in their service.

As regards the argument that the claimant then did not give out all the details regarding the manner in which he was coerced to submit his resignation. I am of the opinion that it is not possible to hold that the claimant is proved to have resigned his job of his free will only on this ground. All the circumstances discussed above tend to support the version of the claimant that he did not resign his job voluntarily. It is also not possible to believe that a person who has become very old and can not perform his duties to the satisfaction of his employer would oblige the management by resigning his job voluntarily. The claimant does not appear to be an obliging type of a person. He says that he had previously refused to oblige the management and did not agree to appear as a witness against his co-worker who had raised an industrial dispute and consequently the award of the Industrial Tribunal went in favour of the workman. The claimant further says that he had also gone on strike which was settled only two days before he is supposed to have voluntarily resigned. In case the claimant was really not interested in continuing to remain in service, he would not have joined the strike but would have

gone back to his house and resided in peace with his sons. The evidence of the claimant that he had refused to appear as a witness against the management and that he had also joined the strike which had been called off only two days before he resigned has not been questioned during the course of his cross examination. All the circumstances established beyond doubt that the claimant did not voluntarily resign his job.

Issue No. 5

In view of my decision above it must be held that the termination of the services of the claimant was not justified and in order? He is entitled to be re-instated with continuity of service and full back wages.

Dated 25th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 214, dated the 3rd February, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 25th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 1183-3Lab.-68/3575.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the Workmen and Management of M/s. Karnal District Wholesale Co-operative Supply and Marketing Society, Ltd., Karnal :—

BEFORE SHRI P. N. THUKRAL, PRESIDING
OFFICER, LABOUR COURT, ROHTAK
Reference No. 100 of 1967

Between

The Workmen and the Management of M/s
Karnal District Wholesale Co-operative
Supply and Marketing Society
Ltd., Karnal.

Present,—Shri Raghbir Singh, for the Workmen.
Memo, for the management.

AWARD

Shri Krishan Lal was in the service of M/s Karnal District Wholesale Co-operative Supply and Marketing Society Ltd., Karnal as a salesman. He was required to furnish tangible security to the extent of Rs. 5,000. He did not furnish the security within the stipulated time and his services were terminated. The case of the workmen is that the termination of his services was mala-fide. This gave rise to an industrial dispute and the Government of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—vide Government Gazette Notification No. 502-SFIII-Lab-67/ , dated 26th October, 1967.

Whether the termination of service of Shri Krishan Lal was justified and in order?

If not, to what relief is he entitled?

On receipt of the reference, usual notices were issued to the parties. The claimant Shri Krishan Lal filed his statement of claim and the management filed their written statement. On behalf of the management, it is stated that the Board of Directors decided in a meeting held on

27th December, 1966, that certain employees be called upon to furnish tangible security of Rs. 5,000 within a month and in their meeting held on 8th March, 1967, decided that the services of all the employees who had been called upon to give the security be terminated and since the claimant Shri Kishan Lal did not furnish the security even within the extended time allowed, his services were terminated in accordance with the decision of the Board. It is denied that the services of the claimant were terminated mala fide. The following issue was accordingly framed :—

Whether the termination of the services of Shri Kishan Lal was justified and in order? If not, to what relief is he entitled?

The parties were given an opportunity to produce evidence in support of their respective contention and the case was adjourned to 22nd January, 1968, for this purpose. On the date fixed the claimant was present with his representative Shri Raghubir Singh. No authorised representative was present on behalf of the management. One Shri Nana Singh, Recovery Supervisor, appeared on behalf of the management. He stated that he had no letter of authority and the Manager was on leave. He produced the copies of the documents which had been summoned from the management. Shri Nana Singh stated that he had no further instructions in the case and no evidence on behalf of the management was present. Since no reason was given for not producing the evidence, the case of the management was closed and the evidence of the claimant was recorded.

The claimant Shri Kishan Lal has appeared as his own witness and has stated that he joined the respondent concern as a salesman in December, 1967, and at the time he joined the service, no condition was imposed upon him to furnish any security. He states that he was always willing to give the required security but in view of the heavy amount involved he requested for more time for the purpose of giving the security but his request was not accorded to and his services were terminated mala fide. Although the other employees from whom security was also demanded were allowed to continue in service. In order to prove this fact a chart was got prepared from the management and it has been produced in evidence. It is marked Ex. W 1. It is clear from the chart that security was demanded from 4 other employees namely Sarveshri Baljit Singh, Subhay Singh, Preet Singh and Nana Singh and except Nana Singh the other employees had not furnished the required security when the services of the claimants were terminated. The claimants has stated that the Manager wanted him to issue sugar on the basis of out dated permits but he refused to do so without the written order of the management and the Manager was annoyed with him on this account.

I have no reason to doubt the evidence of the claimant specially when the management has produced no evidence in rebuttal. In view of the fact that the claimant has stated that he is still willing to furnish the tangible security required from him, I am of the opinion that it could not be held that the termination of his services was justified specially when some of his co-workers were given more time to furnish the required security. In my opinion, therefore, the claimant is entitled to be reinstated with continuity of services. He should furnish the required security and report for duty within 15 days from the date of this award become enforceable. In view of the fact that the

services of the claimants were terminated on the grounds that he did not furnish the required security, within the time allowed, I am of the opinion that he is not entitled to back wages.

No order as to costs.

Dated 22nd January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 210, dated the 2nd February, 1968

This award (four copies) is forwarded to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated, 22nd January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 1125-3Lab-68/3577.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Electronics Ltd., New Industrial Town, Faridabad.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH
Reference No. 47 of 1967

Between:

Shri N. P. Mittal and the management of M/s Electronics Ltd., New Industrial Town, Faridabad

Present : Shri D. C. Bhardwaj, for the management.
Shri Sagar Ram Gupta, for the workmen.

AWARD

One Shri N. P. Mittal was serving as a Warranty Clerk in a concern at Faridabad known as Electronics Ltd. According to the allegations of Shri N. P. Mittal he went on leave sometimes in the month of November and applied for extension of leave on two different occasions in December, 1966. He went to join his duty in the concern on the 19th December, 1966, but was not allowed to sign the attendance register. He thereafter sought a meeting with the factory manager but he was not allowed the same. He then served a demand notice on the management of the aforesaid concern and the Conciliation proceedings with respect to it having presumably failed the Government of Haryana referred the said dispute for adjudication to this tribunal under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, vide notification No. 191-SF-III-46-67/11125, dated 2nd May, 1967.

On receipt of the reference usual notices were issued to the parties and in response to the same the workman concerned filed his detailed statement of claims and the management filed their reply to the same. The pleadings of the parties gave rise to only one issue which was precisely the same as the item of dispute mentioned in the notification and which reads as under:—

Whether the retrenchment/termination of the services of Shri N. P. Mittal was justified and in order. If not, to what relief/compensation is he entitled?

The main plea raised by the workman concerned is that the management purports to have retrenched him but that the said retrenchment was entirely illegal and was a nullity in law. He urges the following three points in this connection:—

- (1) that he was never served with any retrenchment notice;
- (2) that the provisions of the Industrial Disputes Act and relevant rules framed by Punjab Government were never complied with in the matter of the so called retrenchment; and
- (3) that the management did not follow the principle of first come last go, in that although there were 5 or 6 persons junior to him, he was chosen for the so called retrenchment.

Re: Point 1.—The case of the management is that they tried to serve a retrenchment notice on Mr. N. P. Mittal, but he refused to accept the service of the same. In my opinion the management have hopelessly failed to prove this fact. No one has come in evidence to state that he offered the retrenchment notice to Mr. Mittal and that in his presence Mr. Mittal refused to accept it. Mr. Mittal on the other hand has appeared in the witness box and has categorically stated that he was never offered the retrenchment notice and that he never refused to receive the same. It has also been pleaded by the management that a copy of the notice was sent to Mr. N. P. Mittal by registered post and that his wife received the same. They have produced an acknowledgement receipt which according to them is signed by the wife of Mr. N. P. Mittal. Mr. N. P. Mittal has denied on oath that the signatures on the same are of his wife. I am unable to accept the management's version that the acknowledgement receipt Ex. R. 4 bears the signature of the wife of Mr. N. P. Mittal and I have no reason to disbelieve Mr. N. P. Mittal that the said receipt does not bear the signatures of his wife. It must, therefore, be held that the retrenchment notice was not at all served on Mr. N. P. Mittal.

Re: Point 2.—It has not even been alleged by the management that they gave Mr. Mittal one month's notice of retrenchment as envisaged by clause 'A' of Section 25-F of the Industrial Disputes Act, 1947. It is also not alleged by them that at the time of the alleged retrenchment they paid to Mr. Mittal one month's wages in lieu of such a notice. It is also not alleged by the management that the workman concerned had been paid at the time of retrenchment, compensation which would be equivalent to 15 days average pay for every completed year of his service or any part thereof in excess of six months. Section 25-F of the Industrial Disputes Act clearly provides for payment of retrenchment compensation as also the service of one month's notice of retrenchment or payment of one month's wages in lieu of the same. The case of the management is that they asked the workman concerned to collect his dues and compensation from the office after he had vacated the quarter belonging to the concern and at that time occupied by him. According to the management this was said in the retrenchment notice which as held above by me was never served on Mr. Mittal. Rule 75 of the Industrial Disputes Punjab Rules, reads as under:—

75. *Notice of retrenchment.*—If any employer desires to retrench any workman employed in his industrial

establishment who has been in continuous service for not less than one year under him (hereinafter referred to as 'Workman' in this rule and in rules 76 and 77) he shall give notice of such retrenchment as in Form P to the State Government and such notice shall be served on that Government by registered post in the following manner:—

- (a) Where notice is given to the workmen notice of retrenchment shall be sent within three days from the date on which notice is given to the workmen;
- (b) where no notice is given to the workman and he is paid one month's wages in lieu thereof, notice of retrenchment shall be sent within three days from the date on which such wages are paid; and
- (c) where retrenchment is carried out under an agreement which specifies a date for the termination of service, notice of retrenchment shall be sent so as to reach the State Government at least one month before such date;

Provided that if the date of termination of service agreed upon is within 30 days of the agreement the notice of retrenchment shall be sent to Government within 3 days of the agreement.

Obviously the provisions of this rule were not complied with. The notice which is alleged to have been sent to the Government has not been proved to have been so sent within the prescribed time. The case of the management is that they sent the notice to the Government within 3 days and sent a copy of the same on the same day to the conciliation Officer, Faridabad and the Labour Inspector, Faridabad. The Conciliation Officer has come into the witness box and has stated that he received the copy of the notice on the 28th of January, 1967 although it bears the date 19th of December, 1966. Obviously, it is not possible that the notice should have remained in transit for one month and 9 days more especially when it was sent from Faridabad and was to be delivered at Faridabad. I am not satisfied that the management sent the notice to the Government within the requisite time. It may be that they anti dated the notice—a suggestion which was put to their personnel Officer while he was in the witness box and which he repudiated. The workman concerned has stated on oath that the wages for one month and compensation for retrenchment were neither offered nor paid to him and I have no reason to disbelieve his statement. He has further stated that he was not even paid his salary for the month of November, 1966 and that the same is still in arrear. It has been repeatedly held by their lordships of the Supreme Court and a number of High Courts that where the employer does not comply with the provisions of section 25-F, the retrenchment made by him is a nullity and has no effect whatsoever.

Re: Point No. 3: The case of the management is that Mr. N.P. Mittal was one of the two warranty clerks who were in their employment. The other warranty clerk was senior to Mr. Mittal and in view of the fact that they had discontinued to manufacture certain items requiring warranty clerks had become spare and Mr. Mittal was retrenched because he was the

junior of the two. The case of the workman concerned on the other hand is that all the time he was in service he was doing clerical job in the concern sometimes in the warranty department, sometimes in the despatch section and sometimes in other sections. It is admitted by the management that originally Mr. Mittal was appointed as an accounts clerk. It is not denied by the management that from time to time Mr. Mittal was put on clerical jobs in departments other than the warranty department. In the evidence the management have completely failed to prove that Mr. N P Mittal was only employed for the warranty department and that he was not a clerk working from time to time in one department or the other. It is true that at the time of his retrenchment he was in the warranty department but that in my opinion is wholly immaterial when it has to be decided whether he was the junior or a clerk in the concern. It is not denied by the management that they are employing a number of clerks in different departments and that more than half of them are junior to Mr. Mittal. In the circumstances it must be held that the principle of 'last come first go' was not observed by the management. Admittedly the management did not comply with rule 76 of the Industrial Dispute Punjab Rules which require them to prepare a list of seniority and to paste the same on a notice-board. The Personnel Officer had admitted in his evidence that this procedure was not observed.

For the aforesaid reasons I am firmly of the opinion that the retrenchment of Mr. Mittal was wholly illegal and is a nullity. In the circumstances I direct the management to reinstate him with continuity of service and without any break in the same. I further direct the management to pay him his full wages for the entire period from the date of his so-called retrenchment to the date he is actually reinstated and this will be done on the same basis as if he remained in service all this time.

The reinstatement and payment of wages will be done within 2 months from the publication of this award in the official Gazette.

No order as to costs.

Dated 2nd February 1968.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No. , dated Chandigarh, the 2nd
February, 1968

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required by section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No 1196-3Lab-68-3579. In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s J. N. Sharma and Sons, New Industrial Township, Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING
OFFICER LABOUR COURT, ROHTAK

Reference No. 7a of 1967

Between

The workmen and the management of M/s J. N. Sharma & Sons, New Industrial Township, Faridabad.

By Shri A. H. Hadda, for the workmen
Shri R. C. Sharma, for the management
AWARD

The claimant Shri Ganga Ram is employed

by M/s J. N. Sharma & Sons, New Industrial Township, Faridabad, as a labourer on a hand-press. His service was terminated on the alleged ground that he did not wish to continue in service by reason of his continued ill health. The claimant maintains that the Doctors had certified that he was fit for light duty but the management dispensed with his service without assigning any reason. This gave rise to an industrial dispute and the Government of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this Court, for adjudication,—vide Gazette Notification No. 316-SFIII-Lab-67, dated 2nd August, 1967—

Whether the termination of services of Shri Ganga Ram was justified and in order?
If not, to what relief is he entitled?

On receipt of the references usual notices were issued to the parties. The claimant Shri Ganga Ram filed his claim statements and the management filed their written statements. The pleadings of the parties gave rise to the following issues—

- (1) Whether the reference is invalid, improper and null and void for the reasons mentioned in the preliminary objections?
- (2) Whether the workman Shri Ganga Ram is unfit to remain in the service on account of continued ill health and has been declared unfit to continue in service? (Onus objected)
- (3) If issue No. 2 is not proved, whether the termination of services of Shri Ganga Ram is justified and in order?
If not, to what relief is he entitled?

Issue No. 1.—The validity of the reference is attacked on the ground that it is vague because the manner in which the service of the claimant is said to have been terminated has not been specified. It is submitted that the expression "Termination" is a vague term. It is further submitted that there is no dispute between the management and the workmen as a class. There is only an individual dispute and the Government has failed to clarify how it is an industrial dispute. It is also alleged that the subject-matter of reference does not fall within the second schedule and, therefore, this Court has no jurisdiction. It is alleged that the number of persons employed by the respondent concern is very large and the impact of the reference is likely to affect the other workers as well and, therefore, the reference should have been made to the Industrial Tribunal for adjudication and not the Labour Court.

I have carefully considered the submissions of the learned representative for the management in support made by objections detained above and in my opinion there is no substance in them. The order of reference cannot be said to be vague because the manner in which the services of the claimant have been terminated has not been specified. Under item No. 3 of the second schedule the Labour Court has jurisdiction to determine the validity of the order by which a workman is dismissed or discharged from service. The case of the workmen is that his services have been dispensed with without specifying any reason, and this amounts to discharge or dismissal from service and, therefore, this Court has jurisdiction.

Under section 2A of the Industrial Disputes Act the termination of the services of a workman for whatever reason is now deemed to be an industrial dispute. If the workman concerned is aggrieved and for this reason the State Government is not competent to refer this dispute to the Labour Court for adjudication even if no other workmen or any union or workmen support the

cause of the agrieved workman. I, therefore, find this issue in favour of the claimant.

Issues Nos. 2 and 3.—It would be convenient to discuss these two issues together. The management has not taken a clear stand on the question as to why the services of the claimant have been terminated. The plea of the management is that by reason of continued ill health the claimant was not fit to remain in service. It is also pleaded that the claimant himself did not wish to continue in service and in order to secure his discharge from service, he brought a recommendatory letter Ex. M. 1 from Shri Abdul Gani Dar, Member Parliament which was addressed to the proprietor of the respondent concern recommending for an early release of the claimant from his duties by reason of his old age and ill health.

Shri V. D. Punj, M.W. 1, Manager of the respondent concern has stated that the claimant did not wish to continue in service and wanted the management to terminate his services so that he may get retrenchment benefits, but he did not accede to his request so the claimant brought the letter Ex. M. 1 from Shri Abdul Gani Dar, Member Parliament of his area. Shri Punj says that the claimant also handed over to him the Medical Certificates Ex. M. 2 to M. 6 and in view of these certificates, his services were dispensed with vide

order Ex. M. 7.

It is clear from the evidence of Shri Punj that the services of the claimants have not been validly terminated. Admittedly the claimant did not resign from service and in case the management felt that on account of his continued ill health the claimant was not fit to continue in service then the proper course for the management was to produce medical evidence to prove this fact. The claimant maintains that he had been working on a hand press and this from his point of view is a light job and he was still fit to do this job. The claimant maintains that he fell ill because he was put on heavy duty. No evidence has been led on behalf of the management to prove the type of work which the claimant was doing and whether by reason of his continued ill health and he was not fit to continue in service. A mere tender of medical certificates does not prove any thing. It was necessary for the management to have summoned the Doctor, who is supposed to have given the certificates Ex. M. 2 to Ex. M. 6, in order to prove the nature of illness and the infirmity from which the claimant is suffering which makes him unfit to continue to service, but the management took no steps whatsoever to prove the medical certificate Ex. M. 2 to Ex. M. 6 or to lead any other evidence to prove that the claimant was medically unfit to continue in service. It cannot, therefore, be said that the claimant has become unfit to continue in service on the ground of his continued ill health.

In view of my decision above I hold that the termination of services of Shri Ganga Ram is not justified and in order and he is entitled to be reinstated with continuity of service and full wages.

Dated the 23rd January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 235, dated the 3rd February, 1968.

Forwarded in quadruplicate to the Secretary to Government Haryana, Labour and Employment

Departments Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947. Dated the 23rd January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court,
Rohtak.

No. 1190-3-Lab.-68/3585.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the President of India is pleased to publish the following award of the Presiding Officer Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. J. N. Sharma and Sons, New Industrial Township, Faridabad.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 70 of 1967

Between

The workmen and the management of M/s. J. N. Sharma and Sons, New Industrial Township, Faridabad.

Present.—Shri Daulat Ram and Shri Ashok Kumar, for the workman.

Shri V. D. Punj, Manager of the respondent concern, with Shri R. C. Sharma.

AWARD

Shri Dewan Chand, was in the employment of M/s J. N. Sharma and Sons, New Industrial Township, Faridabad. He claims that his services have been wrongly terminated by the management. This gave rise to an industrial dispute and the Government of Haryana referred the following disputes to this Court for adjudication,—vide Haryana Government Gazette notification No. 336-3F-III-Lab.-67/dated 14th August, 1967.

Whether the termination of services of Shri Dewan was justified and in order. If not, to what relief is he entitled

On receipt of the reference usual notices were issued to the parties. The workmen in his claim statement has submitted that it is a familiar practice of the management to secure the signatures or the thumb impression of the workmen sought to be victimised and to terminate the services by pretending that they have resigned of their own accord. It is alleged that the claimant was doing a skilled job, but was wrongfully treated as a unskilled worker and was paid only at the rate of Rs. 2 per day. It is alleged that the claimant was agitating in this connection because he was not being paid the minimum wage legally due even to unskilled workers and the management was sore against him for this reason and wanted to victimise him. So they called him in the office and his thumb impression was secured on the false pretext that he was being paid overtime allowance and thereafter he was turned out.

The management in their written statement have raised a number of preliminary objections questioning the validity of the order of reference. It is pleaded that the claimant had left the service of his own accord after receiving his dues in full and final settlement of his claim and there has been no termination of his services by the management and, therefore, the dispute does not fall within the purview of section 2-A of the Industrial Disputes Act. A number of legal objections have also been raised against the order of reference. It is pleaded that the reference is vague because the manner in which the services of the claimant are alleged to have been terminated is not mentioned. Further there is no dispute between the workmen as a class on the one hand and the management on the other hand as

recited in the order of reference. It is pleaded that there is only an individual dispute and the Government have failed to recite in clear terms as to how there exists an industrial dispute. It is also pleaded that the management was employing 173 workers in the month of April, 1967 when the services of the applicant are said to have been dispensed with and now the number of persons employed is 219 and the impact of the reference is likely to affect the other workers also. It is also pleaded that the subject-matter of reference does not fall within the second schedule and for both these reasons this Court has no jurisdiction. On merits, it is pleaded that the claimant Shri Dewan was employed as a learner in the factory on 3rd March, 1966 and he was being paid Rs. 2.25 per day and not Rs. 2 per day. It is alleged that on 14th February, 1967, the claimant informed the Chief Engineer that he wanted to leave the service and so he went to the time-keeper and got his account prepared and after the completion of the necessary formalities, he was paid off. The pleadings of the parties gave rise to the following issues:—

- (1) Whether the reference is invalid, null and void for the reasons mentioned in the written statement.
- (2) Whether this court has no jurisdiction on the ground that the subject-matter in dispute does not fall in the second schedule of the Industrial Disputes Act, 1947.
- (3) Whether the claimant Shri Dewan was employed as a learner on 3rd March, 1966, on daily wages and on 14th February, 1967, he left the service voluntarily after receiving Rs. 24 in full and final settlement.

The following issue was added on 29th September, 1967:—

- (4) If issue No. 3 is not proved whether the termination of services of Shri Dewan was justified and in order? If not to what relief is he entitled?

The representative of the management gave an application that an objection has been specifically raised in the written statement that the service of the claimant Shri Diwan has not been terminated by the management and, therefore, an issue to dispose of this objection should also have been framed. It is not necessary to frame a separate issue as desired by the management because issue No. 3 covers this point.

I have heard the learned representative of the parties and I have gone through the evidence produced by them. My findings are as under:—

Issues No. 1 and 2.—The reference cannot said to be vague simply because the manner in which the services of the claimant are said to have been terminated is not specified in the claim statement. The claimant maintains that his services have been terminated by the management and where an employer discharges, dismisses, retrenches or otherwise terminate the services of an individual workman and the workmen concerned is aggrieved by reason of termination of the services then under section 2A of the Industrial Disputes Act (herein after referred to as the Act) he can raise an industrial dispute and if the workmen concerned has been discharged or dismissed from services then under item No. 3 of the second schedule of the Act the dispute can be referred to the Labour Court for adjudication. The order of reference cannot, therefore, be said to be invalid, null and void and this Court has jurisdiction to adjudicate upon the dispute raised by the

workmen. I, therefore, find these issues in favour of the claimant.

Issue No. 3.—This is the main issue which needs decision in this case. The case of the claimant is that he joined the respondent concern about 3 years back and he was being paid only Rs. 60 per mensem. He says that the management terminated his services because he was working in the night shift and he was asked to work over-time, but he refused and he was asked to see the Manager, who told him that he need not come to work on the next day, but all the same he attended to his duty and he was asked to get over-time allowance and his thumb-impression was taken on some papers, he was paid Rs. 24 and his services were dispensed with. The claimant denied that he was learner. He says that he had worked on the power press for 2 years and for one year he was a helper. He denied that he gave any application for being taken into service nor he was given any appointment letter. He says that he is illiterate and he never complained to any body in the management that his wages were inadequate and for this reason he did not wish to continue in service. The case of the management on the other hand is that the claimant submitted an application Ex. M. 2 for being appointed as a learner on 3rd March, 1966 and a letter of appointment Ex. M. 3 was given to him on the same day. On 14th February, 1967, he told the Chief Engineer that he did not wish to continue in service because by reason of the rise in prices it was not possible for him to make the two ends meet and has desired by him his account was settled and his dues were paid off. Sarvshri R. P. Sharma, Chief Engineer, J. P. Gupta, clerk in the time office, V. D. Punj, Manager of the respondent concern and Durga Dass Kapoor, Accounts Clerk and Cashier have appeared in evidence in support of this version. I have carefully considered the evidence of these witnesses and I am not impressed by their evidence. As already pointed out the case of the claimant is that he had already served the respondent concern for 3 years. For the first two years he was working on the power press and for one year, he was employed as a helper. Shri R. P. Sharma, M. W. 1 Chief Engineer says in the cross examination that he does not remember for how long the claimant has worked in the respondent concern. Similarly Shri J. P. Gupta is also not in a position to say whether the claimant had also previously worked in their concern. Shri V. D. Punj, the Manager has simply proved the application Ex. M. 2 and the appointment letter Ex. M. 3, but he also admits in cross examination that he does not know if the claimant had previously worked in the respondent concern for two years. Shri Durga Dass Kapoor is the Accounts Clerk and Cashier. He says that he is in the service of the respondent concern since 1963 and pay wages to the workers, but this worker too has no idea as when the claimant joined the respondent concern. Thus we find that the version of the claimant that he has been working in the respondent concern for the last three years before his services were terminated has not been contradicted by any evidence although this question was put to all of them and in case the version of the claimant that he had actually served the respondent concern for 3 years had not been correct it should not even difficult for the management to disprove this version, on the other hand none of the witnesses, who have appeared on behalf of the respondent have even dared to contradict the claimant on this point.

It appears that the management is simply banking upon the so-called application Ex. M. 2 which is supposed to have been given by the applicant on 3rd March, 1966, for being appointed as a learner and the letter of appointment of the same date and marked Ex. M. 3. It is not possible to place any reliance on these documents. The claimant has explained that he is illiterate and these documents are in English and simply purport to bear the thumb impression of the claimant. In case the applicant had actually been working in the respondent concern for two years previously on the power press, there was no point in his submitting application for being appointed as a learner. I have already held that the version of the claimant that he had actually worked for two years previously has not even been contradicted by any of the witnesses, who have appeared on behalf of the management and were in a position to contradict this version if in fact it was not correct. Hence after carefully considering the evidence, I am of the opinion that the version of the management that the claimant was employed as a learner on 3rd March, 1966 has not been satisfactorily proved. As regards the question whether the claimant left the services after receiving Rs. 24 in full and final settlement we have the evidence of Shri J. P. Gupta, clerk of the time office who has proved the writing Ex. M. 1 which he is supposed to have written at the instance of the claimant. Shri Gupta says that the claimant told him that he did not wish to continue in service and desired that his account be settled and so he wrote Ex. M. 1 and got his thumb-impression on it. Shri R. P. Sharma the Chief Engineer also says that the claimant came to him on the morning of 4th February, 1967 and told him that he did not wish to continue in service because by reason of the rise in prices it was not possible for him to make both ends meet in the salary to which he was getting. The evidence of Shri V. D. Punj, the Manager is also the same effect. In my opinion these witnesses are not speaking the truth when they say that the claimant voluntarily give up his services. None of the witnesses say that the claimant ever previously expressed any discontentment and wanted that his wages be increased, but they expressed their inability to do so and so indigust the claimant decided to resign. It is also not the case of the management that the claimant was offered better wages anywhere else and for this reason he did not wish to continue in the service and so he resigned. As we have seen the version of the claimant is that he did not wish to resign and his thumb-impression on Ex. M. 1 was taken on the pretext that he was being paid over-time allowance. In my opinion the version of the claimant appears

to be more probable because if he had actually resigned of his own free will as alleged by the management then there was absolutely no reason why he should have raised an industrial dispute and what objection the management could have to take him back into service as soon as the claimant submitted a notice of demand to the Conciliation Officer. The fact that the claimant has been in the service of the respondent concern for the last 3 years and that there was no better offer to the claimant are very strong circumstances which negative the version that the claimant resigned the job of his own free will.

The only point which goes in favour of the management is that the claimant says Rs. 5 were due to him on account of over-time allowance and when his thumb-impression on Ex. M. 1 was taken he was told that he was being paid the over-time allowance, but the claimant actually received Rs. 24 and not Rs. 5. The fact that the management paid him Rs. 24 should have raised a suspicion in the mind of the claimant as to why he was being paid more than what was due to him and he should not have affixed his thumb-impression on Ex. M. 1 without getting a classification on this point, but it is not possible to deprive an illiterate worker of his service simply for this reason. In my opinion the management have failed to satisfactorily proved this issue.

Issue No. 4.—In view of my decision above it must be held that the termination of services of the claimant was not justified and in order. He is, therefore, entitled to be reinstated with continuity of service, but in view of the fact that the conduct of the claimant in receiving Rs. 24 while in fact this amount was not due to him is also not correct. So I am of the opinion that he is not entitled to get the wages for the period he has not worked in the respondent concern. I make no order as to costs.

Dated 1st February, 1968.

P. N. THUKRAL,

Presiding Officer,
Labour Court, Rohtak.

No. 215, dated 3rd February, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947. Dated 1st February, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

R. I. N. AHOOJA, Secy.

LABOUR AND EMPLOYMENT DEPARTMENT

The 1st February, 1968

No. 322-2Lab(2)-68/7571.—The President of India is pleased to constitute the District Committee of Employment, Hissar consisting of the following members :—

- | | |
|---|-----------------------------|
| 1. The Deputy Commissioner, Hissar | .. Chairman |
| 2. A representative of M/s T. I. T. Mills, Bhiwani | .. Employers representative |
| 3. A representative of M/s Jindal (India) Private Ltd., Hissar | .. Ditto |
| 4. A representative of the Khadi Worker's Union, Hansi | .. Worker's representative |
| 5. A representative of the Hissar District Transport Workers' Union, Hissar | .. Ditto |

6. The Sub-Divisional Officer (Civil), Sirsa	..	Member
7. The Sub-Divisional Officer (Civil), Bhiwani	..	Do
8. The Chairman, Zila Parishad, Hissar	..	Do
9. The Secretary, District Sailors, Soldiers and Airmen's Board, Hissar	..	Do
10. The District Education Officer, Hissar	..	Do
11. The Principal, Industrial Training Institute, Hissar	..	Do
12. The Labour Officer, Bhiwani	...	Do
13. The District Statistical Officer, Hissar	...	Do
14. The District Industries Officer, Hissar	..	Do
15. The District Employment Officer, Sirsa	..	Do
16. The District Employment Officer, Hissar	..	Member Secretary

The object of the Committee would be to advise the District Employment Exchange, Hissar on problems relating to employment, creating of Employment at opportunities and the working of the National employment Service. Its function would be as follows :—

- (i) to review the employment position and assess employment and un-employment trends and suggest measures for expanding employment opportunities ;
- (ii) to advise on the development of National Employment Service ;
- (iii) to advise on development of personnel retrenched on the completion of development projects ;
- (iv) to consider special programme relating to educated un-employed ;
- (v) to advise on the development of the Youth Employment Service and Employment Counselling at Employment Exchanges ;
- (vi) to assess the requirements of trained craftsman and advise the National Council for training in Vocational trades.

3. The term of the office of the members of the Committee would be three years.

4. If a member of the Committee fails to attend two consecutive meetings of the committee without sufficient cause and without previous intimation to the Chairman, he would be liable to be removed by government. The members are expected to keep all information of confidential nature secret unless authorised to disclose the same to the public.

The 2nd February, 1968

No. 326-2Lab-68/1446.—The President of India is pleased to constitute the District Committee of Employment, Rohtak consisting of the following members :—

1. The Deputy Commissioner, Rohtak	...	Chairman
2. A representative of Atlas Cycle Industries Ltd., Industrial Area, Sonapat		Employers' representative
3. A representative of Hindustan Tyfords Ltd., Bahadurgarh (Rohtak)		Ditto
4. A representative of Shri Haryana Motor Transport Workers Union (Regd.), Rohtak		Workers' representative
5. A representative of Haryana Sugar Mills Union, Rohtak		Ditto
6. The Superintending Engineer, W. J. C., Rohtak or his representative		Member
7. The Principal, Medical College, Rohtak or his representative		Do
8. The Executive Engineer, P. W. D., B.&R., Rohtak	...	Do

9. The Secretary, District Soldiers, Sailors and Airmen's Board, Rohtak.	Member
10. The District Education Officer, Rohtak	.. Do
11. The Labour Officer, Rohtak	.. Do
12. The District Industries Officer, Rohtak	.. Do
13. The District Statistical Officer, Rohtak	.. Do
14. The Principal, Industrial Training Institute, Rohtak	.. Do
15. The General Manager, Haryana Co-operative Sugar Mills, Rohtak	.. Do
16. The Sub-Divisional Officer (Civil), Sonapat	.. Do
17. The Chairman, Zila Parishad, Rohtak	.. Do
18. The Assistant Recruiting Officer, Rohtak	.. Do
19. The District Employment Officer, Sonapat	.. Do
20. The Sub-Regional Employment Officer, Rohtak	Member/Secretary

2. The object of the Committee would be to advise the Sub-Regional Employment Exchange, Rohtak on problems relating to employment, creating of employment opportunities and the working of the National Employment Service. Its function would be as follows :—

- (i) to review the employment position and assess employment and up-employment trends and suggest measures for expanding employment opportunities ;
- (ii) to advise on the development of National Employment Service ;
- (iii) to advise on development of personnel retrenched on the completion of development projects ;
- (iv) to consider special programme relating to educated un-employed ;
- (v) to advise on the development of the Youth Employment Service and Employment Counselling at Employment Exchanges ;
- (vi) to assess the requirements of trained craftsmen and advise the National Council for Training in Vocational Trades.

3. The term of the office of the members of the Committee would be three years.

4. If a member of the Committee fails to attend two consecutive meetings of the committee without sufficient cause and without previous intimation to the Chairman, he would be liable to be removed by Government. The members are expected to keep all information of confidential nature secret unless authorised to disclose the same to public.

R. I. N. AHOOJA, Secy.